

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant LEVICK STRATEGIC COMMUNICATIONS LP		2. Registration No. 6642						
3. Name of Foreign Principal Low Taek Jho (through Kobre & Kim LLP)	4. Principal Address of Foreign Principal Low Taek Jho: 69 Tanjung Bunga Park, 11200 Tanjung Bungah, Pulau Pinang, Malaysia Kobre & Kim: 800 3d Ave, NY NY 10022							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____							
<input checked="" type="checkbox"/> Individual-State nationality Low Taek Jho is a Malaysian individual; Kobre & Kim is a U.S. law firm.								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant N/A								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address N/A								
b) Name and title of official with whom registrant deals								
c) Principal aim								

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Registrant is a subcontractor through U.S. law firm Kobre & Kim. Principal Low Taek Jho identifies himself as a global philanthropist, investor, and entrepreneur.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

NOTE: Registrant has been retained by US law firm Kobre & Kim to provide services to and under the occasional direction/supervision of principal Low Taek Jho. Registrant is engaged through Kobre & Kim, which is expected to disburse payment per the terms of the appended Agreement.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Principal is a foreign individual.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	Sign
January 22, 2020	Lisa Santopietro, Controller	/s/ Lisa Santopietro	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

LEVICK STRATEGIC COMMUNICATIONS LP

2. Registration No.

6642

3. Name of Foreign Principal

Low Taek Jho (through Kobre & Kim LLP)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Registrant has been engaged to provide strategic communications counsel related to ongoing legal proceedings, at the direction of Kobre & Kim and coordinated with Principal's media and reputation counsel.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract. Registrant has been engaged to provide strategic communications counsel related to ongoing legal proceedings, at the direction of Kobre & Kim and coordinated with Principal's media and reputation counsel.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see attached contract. Registrant has been engaged to provide strategic communications counsel related to ongoing legal proceedings, at the direction of Kobre & Kim and coordinated with Principal's media and reputation counsel.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
January 22, 2020	Lisa Santopietro, Controller	/s/ Lisa Santopietro eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**MASTER SERVICES AGREEMENT
Terms and Conditions**

This Master Services Agreement ("Agreement") is entered into by and between Levick Strategic Communications, LP ("LEVICK"), Kobre & Kim LLP ("KOBRE & KIM"), and Kobre & Kim's private client ("CLIENT") on January [], 2020 ("Effective Date").

1. Nature of Agreement

Subject to the agreement between LEVICK and KOBRE & KIM of a Scope of Work ("SOW") defining a specific project ("Project") as detailed below, LEVICK agrees to provide strategic communications services or other related professional services ("Services").

KOBRE & KIM acts as CLIENT's global counsel. Schillings International LLP ("SCHILLINGS") acts as the CLIENT's media and reputation counsel.

Prior to the commencement of any Services, LEVICK shall prepare a draft SOW in the form of the template appended to this Agreement. A new draft SOW shall be prepared for each Project. Each draft SOW shall describe in detail the Services LEVICK proposes to carry out within each Project and the estimated costs or fixed project fee for such work. LEVICK shall not commence any Services unless and until KOBRE & KIM or SCHILLINGS has approved the draft SOW, including the fixed project fee or costs estimate, and confirmed this to LEVICK in writing.

LEVICK's client for this engagement is KOBRE & KIM, and LEVICK will work in support of KOBRE & KIM's legal strategy for CLIENT. Any and all work product produced by LEVICK, and any outreach to media and other parties, will be conducted solely in conjunction with direction from KOBRE & KIM and/or SCHILLINGS. All work product will be routed from LEVICK to KOBRE & KIM and SCHILLINGS for approval, with KOBRE & KIM or SCHILLINGS subsequently seeking approval from the CLIENT at their discretion. LEVICK also requests that KOBRE & KIM and SCHILLINGS facilitate all communication between LEVICK and CLIENT. It is LEVICK's understanding that all communications and work product shall be deemed covered by one or more applicable legal privileges; however, LEVICK makes no representation as to whether a court will ultimately deem materials to be covered by privilege.

2. Fees and Expenses

LEVICK shall invoice KOBRE & KIM for the cost of Services as set forth in any final SOW agreed in accordance with clause 1 above. Unless specific project fees are agreed by KOBRE & KIM or SCHILLINGS for any SOW, LEVICK shall work on the basis of the hourly rates as set out below:

<u>Title</u>	<u>Hourly Rate</u>
CEO	\$850
Practice Group Chair	\$600
Senior Vice President	\$550
Vice President	\$450
Director	\$390
Account Supervisor	\$350
Senior Account Executive	\$300
Account Executive	\$250

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Account Coordinator	\$180
Associate	\$125

Expenses will be invoiced separately to any fees and are described below:

i. **General**

LEVICK does not charge for use of our online digital media services or for recurring costs such as in-house copying, scanning, printing, postage, or local communications costs. Any filing fees imposed by government entities shall be charged to Client at cost.

ii. **Travel Related**

Travel and meals will be billed at cost. Hourly billing rates for travel time will be charged at ½ LEVICK standard hourly billing rates (full rates will be charged if LEVICK actively works on these matters while in transit). No travel expenses will be incurred by LEVICK without the prior written consent of KOBRE & KIM or SCHILLINGS to incur such expenses.

iii. **Significant Outside Vendors**

Significant outside vendor expenses such as private newswires (e.g., PR Newswire), video recording and production, photography and printing, web optimization and blogging, large copying, or significant postage, etc. are charged at cost. Should any of these expenses be required, LEVICK will obtain the prior written consent of KOBRE & KIM or SCHILLINGS to incur such expenses.

3. Invoicing and Payment

All invoice payments shall be settled by KOBRE & KIM on behalf of CLIENT. LEVICK acknowledges and agrees that CLIENT is ultimately liable for all fees, expenses and liabilities related to this Agreement and that KOBRE & KIM will only be responsible for advancing the fees, expenses and liabilities due under this Agreement and any agreed SOWs to the extent that it has funds available for such purpose from CLIENT.

LEVICK agrees that any time spent, or costs incurred, preparing SOWs are not billable to KOBRE & KIM.

LEVICK will cover costs associated with wire transfers. Questions about contract terms or invoices should be directed as follows:

Lisa Santopietro, Controller
(202) 973-1300
accounting@levick.com

Funds may be sent by ACH or by electronic transfer as noted below:

Please send wire transfer payments to:

Bank Name: Branch Banking & Trust
Bank Address: 1801 K Street, NW Washington, DC 20036
Account Name: Levick Strategic Communications, LP
Account Number: [REDACTED]
Wire Routing Number: [REDACTED]

OR

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Please send ACH payments to:

Bank Name: Branch Banking & Trust

Bank Address: 1801 K Street, NW Washington, DC 20036

Account Name: Levick Strategic Communications, LP

Account Number [REDACTED]

Wire Routing Number [REDACTED]

4. Confidentiality

LEVICK and KOBRE & KIM agree that certain business, technical, and financial information of each party (and potentially of third parties) in oral, written, and electronic form will be made available to or accessible to each other pursuant to the provision of Professional Services and Work Product. Such information, whether or not identified as such, is hereby deemed to be confidential information of the disclosing party or third party, as applicable ("Confidential Information"). The receiving party shall hold in strict confidence and not disclose to any other party such Confidential Information and shall not use such Confidential Information for its own benefit or the benefit of any other party, except: 1) as reasonably necessary to perform the Professional Services called for in this Agreement; and/or 2) as required by law, rule, regulation, or compulsory order.

Confidential Information does not include information that (a) is now or subsequently becomes generally available to the public through no fault of breach of the receiving party, (b) the receiving party can demonstrate was rightfully in its possession prior to disclosure to the receiving party by the disclosing party, (c) is independently developed by the receiving party without the use of any Confidential Information, or (d) the receiving party rightfully obtains from a third party who, to the receiving party's knowledge, has the right to transfer or disclose such information.

LEVICK confirms that it has in place appropriate technical and organizational security measures to ensure the confidentiality of the information provided, and that it shall notify KOBRE & KIM immediately of any suspected or actual unauthorized use, copying or disclosure of the information. These obligations shall survive the completion of the provision of the services to which this agreement relates.

5. Representations, Covenants and Warranties

KOBRE & KIM represents that any of LEVICK's work product performed under this agreement or any SOW will not be used for purposes that are, or in a manner that is, out of compliance with any applicable law or regulation. KOBRE & KIM further represents that it will not utilize LEVICK's Work Product(s) and the results of LEVICK's Professional Services in a manner that reasonably could be expected to materially infringe upon the trademarks, service marks, copyrights, patents, trade secrets, or other intellectual property owned or held by any other party or violate the applicable privacy rights of any other party. KOBRE & KIM represents that it will not violate any third party rights or duties (such as intellectual property rights and non-solicitation obligations) in providing any information or materials to LEVICK for use by LEVICK in any of LEVICK's Services hereunder and that it will comply with all pertinent laws and regulations related to this Agreement.

LEVICK further represents that it will not, directly or indirectly, in the name of, on behalf of, or for the benefit of LEVICK, KOBRE & KIM, CLIENT or SCHILLINGS offer, promise, or authorize to pay any compensation to, in fact pay any compensation to, or give anything of value to, any official, agent, or employee of any government or governmental agency, any political party or officer, employee, or agent

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thereof, or any candidate for political office in any circumstance that could reasonably be foreseen to violate an applicable law. In addition, LEVICK represents that it will take steps to require each of its members, employees, and agents to comply with the provisions of this covenant.

To the extent to which any SOW calls for the creation or placement of online content, LEVICK shall have no liability to KOBRE & KIM and CLIENT for any failure of any website to place content or advertising as sold, downtime of any website on which content is placed, incorrect or non-functioning hyperlinks, or mistakes in placement, timing, or banner rotation of any online advertisement or content to the extent such mistakes are the sole fault of a third party platform. For example, should LEVICK place an advertisement with Facebook, but Facebook's platform contains bugs or experiences an outage that impacts ad placement, such shall not create liability for LEVICK.

To the extent to which any SOW calls for work which constitutes lobbying as defined by federal and/or state law, KOBRE & KIM represents that: (i) no fees, expenses, or other amounts paid to LEVICK in connection with this Agreement shall be paid from any Federal or State appropriated funds; (ii) it recognizes that certain costs incurred in connection with this Agreement may not be deductible business expenses under applicable Federal and State law; and (iii) that it will, as applicable, cooperate with LEVICK in the preparation of any required lobbyist registrations and/or disclosures. In the event of any such lobbying activity, LEVICK represents and warrants that it will submit all lobbyist-related reports required of it by Federal and State law.

KOBRE & KIM agrees that to the extent any payments to LEVICK hereunder will be provided by, or funded by, or to the extent any work by LEVICK hereunder shall be controlled or directed by, any foreign entity (including a foreign government, foreign political party, or foreign government instrumentality), KOBRE & KIM shall provide complete details on any such foreign entity.

LEVICK warrants that, throughout the term of this Agreement, including during any notice period, it will register under, and comply fully with the requirements of, the Foreign Agents Registration Act ("FARA").

Except as expressly otherwise stated in this Agreement, LEVICK makes no warranty and expressly disclaims any warranty of any kind as to any work product created by LEVICK, its merchantability or fitness for a particular purpose and further expressly disclaims any implied warranty and terms and conditions. LEVICK cannot guarantee and does not promise any specific results from any work created under this Agreement or SOWs. LEVICK makes no warranty whatsoever with respect to tools or applications furnished by third parties. Except as expressly set forth in herein above, LEVICK shall have no liability whatsoever to KOBRE & KIM and CLIENT based upon or related to any work product which was approved by KOBRE & KIM and CLIENT (including but not limited to claims that such materials are libelous, slanderous, defamatory, or obscene).

6. Non-Solicitation

During the term of this Agreement, and for a period of one (1) year thereafter, neither party will directly solicit any employee, client, or subcontractor of the other with respect to becoming an employee of the other, becoming a client of the other, or entering into a contractual relationship with the other, respectively. This prohibition on client solicitation does not apply where, prior to this Agreement, there was a demonstrated pre-existing relationship.

7. Indemnification

KOBRE & KIM on behalf of the CLIENT will indemnify and hold harmless LEVICK, its agents and assigns, its subsidiaries, affiliates and parents, and its or their officers and employees, (each a "LEVICK Indemnified Party") against any damage, cost, loss, or expenditure (including but not limited to reasonable attorney's

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fees and costs) the LEVICK Indemnified Party may incur as a result of or related to any actual or threatened third party subpoena, compulsory demand (including discovery demands or requests for production or testimony), suit, claim or proceeding brought against the LEVICK Indemnified Party or requiring the response or participation of the LEVICK Indemnified Party in any way (whether or not the LEVICK Indemnified Party is a target, subject, or party to any such claim, demand, suit, investigation, or proceeding) based upon, related to, or arising from a) any materials or information supplied by KOBRE & KIM and CLIENT to LEVICK; b) any act or omission of LEVICK hereunder undertaken at KOBRE & KIM and CLIENT request, instruction, or with the CLIENT's approval; c) any breach of law, rule, regulation, or order by KOBRE & KIM and CLIENT; d) KOBRE & KIM and CLIENT breach of this Agreement or any representation, warranty, or obligation contained herein by CLIENT; or e) any negligent or willful act or omission by KOBRE & KIM and CLIENT related to this Agreement. These indemnity obligations shall not apply, however, to the extent any damage, cost, loss or expenditure arises out of the gross negligence or willful misconduct of LEVICK.

8. Limitation of Liability

IN NO EVENT SHALL KOBRE & KIM OR LEVICK BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEVICK'S TOTAL LIABILITY (WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, OR LIABILITY) UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE TO LEVICK BY KOBRE & KIM (WHICHEVER IS GREATER) UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE ACTIONS, INACTIONS, OR OCCURRENCES UNDERLYING THE CAUSE OF ACTION.

9. Term and Termination

The Term of this Agreement shall begin on the Effective Date. Either party may terminate this Agreement and/or any SOW for any reason or no reason, effective upon ninety (90) days prior written notice. Upon such termination, KOBRE & KIM shall pay to LEVICK all unpaid amounts due for the Services under any SOW prior to the effective date of such termination. If either party materially breaches a material provision of this Agreement, the other party may terminate the Agreement upon fifteen (15) days' notice unless the breach is cured within ten (10) days of receipt of such notice of material breach.

KOBRE & KIM may terminate this engagement with immediate effect at any point if, at KOBRE & KIM's absolute discretion, LEVICK is not complying with applicable FARA registration requirements.

10. Choice of Law/Choice of Venue

This Agreement shall be governed by the laws of the District of Columbia, notwithstanding any choice of law provisions therein. Each Party agrees to submit to the exclusive jurisdiction of any federal or local court located in Washington, D.C., for any Dispute arising under this Agreement, and hereby waives and agrees not to assert, by way of defense to any suit, claim or proceeding brought therein, that venue and jurisdiction are improper. Each Party hereby WAIVES THE RIGHT TO JURY TRIAL for any disputes arising hereunder.

11. Waiver

The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

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12. Assignability

Neither this Agreement nor any right or obligation hereunder may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party. No attempt to assign or transfer the Agreement in violation of this provision shall be valid or binding. However, either party may, without prior consent, assign all or part of this Agreement to: (a) a corporate parent, affiliate, or subsidiary, or to a successor-in-interest; or (b) in connection with a merger, reorganization, transfer, sale of assets or stock, or change of control or ownership of such party, provided that the assigning party provides at least seven (7) days' advance notice of such proposed assignment to the other party.

13. Relationship of Parties

LEVICK is an independent contractor. All persons employed by LEVICK in the performance of the Agreement shall perform under the control and direction of LEVICK and shall under no circumstances be considered employees of KOBRE & KIM or CLIENT.

14. Amendment and Modification

The Master Services Agreement and any SOW may not be modified, except by in writing, by an authorized representative of each Party.

15. Severability and Interpretation

Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in force and effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity. No ambiguity or omission shall be construed or resolved against either Party on grounds that this Agreement or any provision thereof was drafted or proposed by such Party. The provisions of Sections 4, 5, 6, 7, 8, 10, 11, 12, 15, and 16, shall survive termination or expiration of this Agreement.

16. Entire Agreement

This Agreement, constitutes the entire agreement between the parties concerning the provision of services by LEVICK to KOBRE & KIM. All prior agreements and negotiations between LEVICK and KOBRE & KIM are superseded by this Master Services Agreement. This Agreement may be executed in counterparts, all of which when taken together shall constitute a single agreement, and electronic or facsimile signatures shall be deemed valid and binding as if original.

AGREED & ACCEPTED:

LEVICK STRATEGIC COMMUNICATIONS, LP

A handwritten signature in black ink, appearing to read "Richard S. Levick", is written over a horizontal line.

Name: Richard S. Levick, Esq.

Title: Chairman & CEO

Date: 1/14/20

Kobre & Kim LLP

A handwritten signature in black ink, appearing to read "Robin Rathmell", is written over a horizontal line.

Name: Robin Rathmell

Title: Partner

Date: 1/14/2020



Scope of Work
(SOW #1)

This Statement of Work ("SOW") is part of and subject to all the terms and conditions of the Master Services Agreement dated January 13, 2020 (the "Agreement") by and between Levick Strategic Communications, LP ("LEVICK"), Kobre & Kim LLP ("KOBRE & KIM"), and Kobre & Kim's private client ("CLIENT"). All capitalized terms not defined herein are used as defined in the Agreement.

SERVICES:

Advice, counsel and strategic communications support; upon request by Kobre & Kim and confirmed back to Kobre & Kim in writing, to be billed hourly in arrears.

FEES & EXPENSES:

For the Services described in this SOW, LEVICK will work on the basis of:

- Hourly rates as specified in the Agreement. LEVICK estimate that the total costs of the Services described in this SOW will be \$15,000. LEVICK shall keep KOBRE & KIM and SCHILLINGS regularly updated on the costs incurred. LEVICK shall not exceed the estimated costs without prior written approval by KOBRE & KIM or SCHILLINGS, and KOBRE & KIM shall be under no obligation to pay LEVICK for any time or costs incurred in excess of the estimate, unless KOBRE & KIM or SCHILLINGS has provided prior written approval.

CLIENT agrees to pay LEVICK on the basis of a monthly invoice reflecting hourly rates fees incurred the previous month accompanied by narratives showing the work done.

Out of pocket expenses will be billed as described in the Master Services Agreement dated January 13, 2020.

DATES:

This SOW shall be in effect beginning January 13, 2020.

AGREED & ACCEPTED:

LEVICK STRATEGIC COMMUNICATIONS, LP

A handwritten signature in black ink, appearing to read "Richard S. Levick", written over a horizontal line.

Name: Richard S. Levick, Esq.

Title: Chairman & CEO

Date: 1/14/20

KOBRE & KIM LLP

A handwritten signature in black ink, appearing to read "Robin Rathmell", written over a horizontal line.

Name: Robin Rathmell

Title: Partner

Date: 1/14/2020